

## USER AGREEMENT

(as amended on 25<sup>th</sup> July 2019)

This User Agreement governs the use of the Website with the domain name [www.wellmax.eu](http://www.wellmax.eu) (hereinafter referred to as the “**Website**”) by the Users and purchases of Products on the Website.

By using the Web Services of the Website, the Internet User accepts the terms of this User Agreement, as well as the terms of all documents governing the use of the Website and its Web Services and posted on the Website (particularly, the Privacy Policy [https://wellmax.eu/assets/site/docs/privacy\\_policy.pdf](https://wellmax.eu/assets/site/docs/privacy_policy.pdf) ).

The Website Administration asks to carefully read the User Agreement.

### 1. GENERAL DEFINITIONS

1.1. **The Website Administration** shall mean as stated in Cl. 13.6. hereof.

1.2. **The wellmax.eu website (hereinafter referred to as the “Website”)** shall mean a website hosted on the Internet under the domain name [www.wellmax.eu](http://www.wellmax.eu), containing information about the Products sold by the Trade Partners in the Marketplace of the respective Trade Partner, allowing the User to search, view information about the Products offered to the Users by the Trade Partners for purchase, make an Order and buy a Product.

1.3. **Marketplace** shall mean the virtual space of the Website for the formation of legal relations between the Trade Partner and the Buyer regarding the sale and purchase of the Products of the Trade Partner. Marketplace is a part of the Website; it contains information about the Products of the Trade Partner, including their description, terms of sale, return, exchange, as well as other information that is essential for the conclusion and execution of the sales contract for the Products. The Marketplace serves to provide the Users with the opportunity to get information about the Products of the Trade Partners, compare their offers, Price and quality, as well as enables the Buyer and the Trade Partner to conclude a sales contract for the Products of the Trade Partner.

1.4. **Website Content** shall mean the protected results of intellectual activity, including texts of works, their titles, prefaces, annotations, articles, illustrations, covers, musical works with or without text, audiovisual, graphic, text, photographic, derivative, composite and other works, user interfaces, visual interfaces, trademark names, logos, computer programs, databases, as well as design, structure, selection, coordination, appearance, common style and location of a given Website Content being a part of the Website and other intellectual property items, collectively and/or individually, contained on the Website.

1.5. **User Agreement** shall mean this document with all amendments and additions posted on the Internet at [https://wellmax.eu/assets/site/docs/user\\_agreement.pdf](https://wellmax.eu/assets/site/docs/user_agreement.pdf)

1.6. **Website User (hereinafter referred to the “User”)** shall mean an individual having and exercising legitimate access to the Website and its Web Services via the Internet, as well as having sufficient rights to make transactions on the Website (including possessing legal capacity to the extent required for the relevant transaction), and not restricted by the applicable law (including possessing legal capacity to the extent required) in the manner that would prevent such an individual from making the relevant transaction on the Website lawfully.

1.7. **Buyer** shall mean a User who purchased the Products of the Trade Partner under the terms hereof and, as far as the purchase of the Products is concerned, under the terms of other documents posted on the Website (including the Privacy Policy and the Agency Agreement-Offer).

1.8. **Trade Partner** shall mean an individual, a self-employed person (self-employed), a legal entity or an individual entrepreneur, registered in accordance with the applicable law, the Products Advertisements of whom/which are posted on the Website in the Marketplace of the respective Trade Partner, the Products of whom/which can be purchased on the Website.

1.9. **Advertisement** shall mean a message addressed to an indefinite set of individuals containing an offer to purchase the Products (including contact information, photographs and any related information) posted on the Website.

1.10. **Registration on the Website** shall mean a set of the User's actions that comply with the instructions hereof, including the provision of Account Data and other information using the special form of the user interface of the Website in order to create a Personal Account and gain access to certain Web Services of the Website.

1.11. **Account Data** shall mean a unique login and password created by the User independently during the Registration on the Website, or further modified by the User through the Personal Account, that are used to access the Personal Account.

1.12. **Registration Data** shall mean the User's data independently entered by the User during the Registration on the Website and filling in the profile of the Personal Account. Registration Data are stored in the database of the Website Administration and are to be used exclusively in accordance with this User Agreement and applicable law.

1.13. **Personal Account** shall mean a closed part of the Website, which constitutes a set of guard pages on the Website created when the Personal Account is activated and containing the User's data on the Website, in which the Web Services provided on the Website are available to the User.

1.14. **Price** shall mean the price of the Product established by the Trade Partner in the Advertisement.

1.15. **Data** shall mean any materials and information provided by the User in relation to the use of the Website.

1.16. **Order** shall mean the Buyer's request for the purchase and/or delivery of the Product properly submitted on the Website.

1.17. **Web Services** shall mean web services available on the Website allowing the User to use all the functionality provided for him/her hereunder. The Web Services include (1) an interface, software, and other elements required for proper operation. Nothing contained herein shall be interpreted as the transfer of the exclusive rights to the Web Services (individual parts thereof) to the User; (2) features (tools, algorithms, methods) provided by the Website and allowing the User to search and view information related to the Product, as well as any other features and functions available on the Website.

1.18. **Content** shall mean any information in any form (including text, photographs, graphic images, audiovisual works) posted, reproduced, communicated to the public or individually to the User on the Website.

1.19. **Products** shall mean goods, services (including certificates and other documents confirming the right to receive services), as well as Coupons information whereof is posted by the Trade Partner on the Website in order to sell them to the Buyer via the Internet in the manner and under the terms established by this User Agreement and other documents posted on the Website (including the Privacy Policy and the Agency Agreement-Offer).

1.20. **Services** shall mean services provided by the Website Administration to the User hereunder, inter alia using of the Website.

1.21. **Event** shall mean an event organized by the Trade Partner for an indefinitely wide range of Buyers (conferences, trainings, master classes, etc.).

1.22. **Coupon for the Event** (hereinafter referred to as the “**Coupon**”) shall mean a document (electronic or other) or a record containing a barcode or other means of identifying such a document or document holder where such document or record certifies the right of the holder thereof to attend the Event. The rules applicable to the Products hereunder shall also apply to the Coupons to the extent consistent with the applicable law, this User Agreement and the legal nature of the Coupon.

## 2. SCOPE OF THE USER AGREEMENT

2.1. This User Agreement shall govern:

- legal relations between the Website Administration and the Users for the use of the Website and its Web Services, as well as the materials placed thereon;
- legal relations between the User and the Trade Partner for the sale of Products on the Website.

2.2. Under this User Agreement, the Website Administration shall render the User the Services on the provision of the Website technical capabilities for free use, namely:

- access to the Website and its Content;
- search for Products on the Website;
- Registration on the Website;
- access to the User’s Personal Account;
- opportunity to make an Order for the Trade Partner’s Product on the Website;
- opportunity to pay the Trade Partner’s Product on the Website;
- provision of technical conditions for correspondence between the Trade Partner and the User.

2.3. The use of the Website and its Web Services (including purchases made by the User on the Website, and his/her any other actions related to such a purchase) shall be governed by applicable law, this User Agreement and other documents governing the activities of the Website (particularly, the Privacy Policy, the Agency Agreement-Offer, other documents).

2.4. The use of any Web Services and other features of the Website, including, Registration on the Website, placement of an Order and other actions shall be deemed to be an acceptance of the terms and conditions hereof.

2.5. The User understands and agrees that all Web Services are provided “as is”, “as available”, and that the Website Administration shall not be liable for any delays, Web Services failures, incorrect or late delivery of messages from the User, removal or lack of security of any User personal or other information, unless otherwise provided by the User Agreement or applicable law. At the same time, the Website Administration undertakes to take all reasonable measures to prevent such failures.

2.6. All the Content posted on the Website is covered by the exclusive rights of the Website Administration, Trade Partners and other rightholders. All rights to the Content are protected by intellectual property legislation.

2.7. This User Agreement is posted at [https://wellmax.eu/assets/site/docs/user\\_agreement.pdf](https://wellmax.eu/assets/site/docs/user_agreement.pdf) . The Website may be used in accordance with the conditions established in the User Agreement only. The User agrees to stop using the Website in case of disagreement with any terms hereof or in case that an individual does not comply with the User's definition given in Cl. 1.6. hereof.

2.8. By accessing the Website and concluding thereby this User Agreement, the User guarantees that he/she possesses all the rights and powers (including having legal capacity to the extent required to complete the relevant transaction) necessary to conclude and execute the User Agreement.

### **3. TERMS AND RULES OF REGISTRATION ON THE WEBSITE**

3.1. The features of the Website and its Web Services may be used only after the User has completed Registration on the Website and logged in to the Website in accordance with the procedure established by the Website Administration. Registration of the User on the Website shall mean the full and unconditional acceptance by the User of the provisions of this User Agreement and other documents regulating the Website activities.

3.2. The User shall register on the Website by completing the registration form at [www.wellmax.eu](http://www.wellmax.eu).

3.3. In the course of the Registration on the Website, the User and/or the Buyer shall specify:

- name;
- e-mail;
- password.

3.4. In the course of the Registration on the Website, the User and/or Buyer shall optionally specify:

- surname;
- telephone number.

3.5. When the User registers on the Website and specifies the registration and personal data, the User shall be solely liable for the accuracy, relevance, completeness and compliance with applicable legislation of the information provided in the course of the Registration on the Website.

3.6. Before the Registration on the Website, the User shall be obliged to familiarize himself/herself with all the documents regulating the work of the Website. Upon filling out the registration form, the User shall tick the check-box which shall mean that he/she has familiarized himself/herself and agrees with the terms of all the documents governing the Website operation (the User Agreement, the Privacy Policy, the Agency Agreement-Offer, other documents) and gives his/her consent to the processing of his/her personal data. Further, upon clicking on the "Register" button, a letter shall be received to the e-mail address specified by the User during the Registration on the Website containing a link that the User should follow to confirm the Registration on the Website, as well as an email address, a password that can be changed by the User at any time in the Personal Account.

3.7. Registration on the Website shall be deemed completed when the User confirms his/her e-mail address by clicking on the link sent to the User's e-mail address.

3.8. For each User registering on the Website, a unique user account and Personal Account are created to access the Web Services of the Website.

3.9. The User who has completed Registration on the Website logs in to the Personal Account by going through authorization, which is entering his/her e-mail address or phone number and password, by automatic authorization using cookies, and can also log in to the Personal Account via social media.

3.10. The Website Administration uses cookies to automatically authorize the User to access the Personal Account, as well as to collect analytics, including the Website traffic.

3.11. The User shall not be entitled to transfer his/her login and/or password to third parties, shall be fully liable for the security of his/her login and password, for their safety independently selecting the method of their storage, as well as for all actions performed using his/her login and password, and for any consequences that could have been caused or were caused by their such use (including but not limited to: use licensed antivirus programs, use complex alphanumeric combinations when creating a password, do not make computer or other equipment with the User's login and/or password entered thereon available to third parties, etc.).

3.12. The Website Administration shall not be liable for the loss by the User of his/her Registration Data, inter alia due to fraudulent actions of third parties.

3.13. Should the Website Administration detect the commission of fraudulent acts in respect of the User's Personal Account by third parties, which caused losses to the User, the Website Administration shall not be liable for the losses incurred by the User.

3.14. The Website Administration strongly recommends that, when registering on the Website, the User specify his/her personal mobile phone number, and in case of change thereof, immediately inform the Website Administration about any changes occurred.

3.15. By specifying the personal mobile phone number when registering on the Website, the User enjoys the following benefits:

- option to restore access to the Personal Account (restore the password in case of loss of access to e-mail);
- option of authorization using the phone number;
- option to receive a text message when recovering the password.

3.16. Should it be impossible to perform authorization due to the loss of the password, the User shall fill in the Password Recovery form specifying his/her e-mail address or phone number that the User specified during the Registration on the Website. Upon clicking on the "Send" button, a link will be sent to the e-mail address specified by the User, which shall be followed to recover the password, and/or a password will be sent to the phone number specified by the User. Should it be impossible to perform authorization due to the loss of the password, blocking of the Personal Account, or for other reasons, the User shall be entitled to contact the Website Administration by sending an e-mail to the Website Administration's e-mail address specified in section 14 hereof.

3.17. Methods to restore access to the Personal Account and methods of User authorization may be changed, cancelled or supplemented by the Website Administration unilaterally at any time without the need for prior notification of the User.

#### **4. RIGHTS AND OBLIGATIONS OF THE USER, THE BUYER AND THE WEBSITE ADMINISTRATION**

4.1. The User shall be entitled to:

- independently study Advertisements and other materials on individual Trade Partners on the Website and use them for his/her own needs;
- share referral links to Trade Partners on social media;
- acquire Products under the conditions provided for herein;
- obtain contact information about the Trade Partner in accordance with applicable law;
- contact the Website Administration regarding the use of the Web Services of the Website, as well as send for consideration complaints against other Users to the address specified in section 14 hereof;
- receive letters, mailings, text messages to his/her e-mail address and/or phone number provided during the Registration on the Website;
- edit his/her Personal Account, add information about himself/herself.

4.2. The User shall:

- accept unconditionally, without changes and in full, the terms hereof; independently, on a daily basis, monitor the current edition hereof, the changes and additions made hereto, and in case of disagreement with the current version hereof, or with changes or additions hereto – immediately stop any use of the Website;
- comply with the conditions specified in Cl. 1.6. hereof;
- carefully study information about the Product and its price on the Website;
- during the Registration on the Website, provide his/her e-mail address and/or phone number, thereby giving consent to receive e-mails on the Order, text messages on the Order;
- when using the Website, observe the requirements of the applicable law, the User Agreement and all other documents governing the Website operation;
- use the Website in such a way as not to violate the applicable law and this User Agreement;
- respect the rights and freedoms of third parties;
- not take any action that may lead to a disproportionately large load on the Website;
- not copy, reproduce, modify, distribute or submit works, information contained on the Website, without the Website Administration's consent;
- observe the property and non-property rights of authors and other rightholders when using the Website;
- not distribute any information about individuals or legal entities that is confidential and protected by applicable law, using the Website;
- not take any actions that are aimed at disturbance of the normal operation of the Website or its individual Web Services.

4.3. The Website Administration shall be entitled to:

- unilaterally and at any time amend and/or supplement the terms hereof without any special notice to the User. The User Agreement amended and/or supplemented in such a way shall enter into force immediately, unless otherwise specified by the Website Administration;

- moderate and delete the User's feedback and comments if the User violates the applicable law, this User Agreement;
- temporarily or permanently block the Personal Account of any User if the User repeatedly violates the applicable law, this User Agreement, if the User currently has no concluded and outstanding sales contract with the Trade Partner;
- temporarily limit the possibility of placing Orders for the Products in the Personal Account of any User if the User violates the applicable law, this User Agreement, including if the User currently has concluded and outstanding sales contracts with the Trade Partner;
- on the Website through the Website's Registration form, collect e-mail addresses, telephone numbers of the Users, which are used only for the purposes set out in the Privacy Policy;
- send newsletters, text messages, as well as other useful information using the list of e-mail addresses and telephone numbers provided by the Users during the Registration on the Website;
- exercise its other legal rights and defend its interests in any legal way.

4.4. It is prohibited to the User to:

- use any devices, programs, procedures, algorithms and methods, automatic devices or equivalent manual processes to access, acquire, copy or track the Website Content;
- bypass the navigation structure of the Website in any way in order to obtain or attempt to obtain any information, documents or materials by any means that are not specifically provided by the Web Services of this Website;
- carry out unauthorized access to the Website features, any other systems or networks related to this Website, as well as to any Services offered on the Website;
- violate the security or authentication system on the Website or on any network related to the Website;
- perform a backward search, track or try to track any information about any other User of the Website;
- use the Website and the Website Content for any purpose prohibited by the applicable law, as well as incite to any illegal activity or other activity, which violates the rights of the Website Administration or other persons;
- transfer to third parties his/her login and/or password used to access the Personal Account;
- illegally download, store, post, distribute and provide access to or otherwise use the intellectual property of third parties;
- perform illegal collection and processing of personal data of other persons.

4.5. Should the User provide incorrect or incomplete information, or should the Website Administration have grounds to believe that the information provided by the User is incorrect or inaccurate, the Website Administration shall be entitled to unilaterally, at its own discretion, block, suspend and/or bar the User from using his/her login and password, as

well as prohibit the use of the Personal Account, access to the Web Services and other features of the Personal Account.

4.6. Receiving text messages and letters, any other mailing shall be voluntary. When processing the personal data of the User, the Website Administration shall be guided by the applicable law, including the law on personal data, on advertising. The User may at any time refuse to receive letters, any other mailings by clicking on the link for unsubscribing, which is available in each received letter. In this case, the User's e-mail address will be automatically removed from the mailing list. To refuse to receive text messages, the User shall send a letter to the Website Administration to the e-mail address [wellmax@wellmax.eu](mailto:wellmax@wellmax.eu). In this case, the phone number of the User will be removed from the text messaging list within five (5) working days.

4.7. The Website Administration shall not be liable for the visit and use of other websites by the User, the links to which are posted on the Website.

4.8. When purchasing the Product, the Buyer shall acquire all the rights and obligations in accordance with the applicable consumer protection laws, with the Trade Partner as the second party in these legal relations.

4.9. The Buyer shall be entitled to:

- exchange comments in the course of the discussion of the proposed Order with the Trade Partner, as well as leave feedback and comments on the Website, subject to the requirements of section 5 hereof;
- leave comments on and rate the Trade Partner after the Buyer has taken advantage of the offer of certain Trade Partners;
- receive in the Personal Account, as well as using the details provided, the necessary documentation on completed and placed Orders;
- submit a claim to the Website Administration for the refund of the amount of the advance payment for the Product made by him/her to the bank account of the Website Administration if the Product was not delivered to the Buyer on time, and he/she sent a notification to the Trade Partner of the refusal to fulfill the sales contract due to the breach of the obligation by the Trade Partner to transfer the Product on time;
- send via the Personal Account directly to the Trade Partner a notification of the refusal to fulfill the sales contract due to the violation by the Trade Partner of the obligation to transfer the Product on time;

4.10. The Buyer shall:

- having selected the Product, as well as the method of its payment and delivery, enter the reliable data in the Product Order form;
- within two (2) calendar days of receiving the Product, confirm or deny the fact of delivery of the Product. Should the Buyer fail to confirm or refute the fact of delivery of the Product within three (3) calendar days, the Product shall be deemed to be delivered to the Buyer in case that the Website Administration has proof of delivery. In this case, the Order shall be assigned the status "Approved" on the Website;
- compensate losses to the Trade Partner and/or the Website Administration if such losses have occurred through the User's fault;



- upon request of the Website Administration, provide information and documents necessary for the identification of the Buyer as a party to this User Agreement, including when the Buyer sends applications, notifications, etc. to the Website Administration;

4.11. All rights, obligations and restrictions specified in Cl. 4.1, 4.2 and Cl. 4.4.-4.7 hereof shall also be applied to the Buyer.

## **5. REQUIREMENTS FOR FEEDBACK AND COMMENTS ON THE WEBSITE**

5.1. Feedback, as well as comments on the Advertisement, shall be left by the User on the Website via the Personal Account and shall be posted on the Website free of charge. However, the Website Administration shall be entitled to remove feedback or comments on the Advertisement if the feedback or comment does not comply with the requirements hereof. Messages that the User and the Trade Partner exchange with each other, shall be posted by the User on the Website via the Personal Account, shall not be posted on the Website publicly available, shall be posted on the Website only in the Personal Account upon their approval by the Website Administration and without charging any fee.

5.2. By posting feedback/comments on the Website, the User makes the Data contained therein publicly available and understands that the posted information is posted on the Website publicly available, i.e. it is available for review to the unlimited range of persons in all countries of the world where it is possible to use the Internet and to access the Website. The User understands and assumes all the risks associated with specifying contact information in the Advertisement, including but not limited to: the risk of putting the e-mail address on the lists for sending spam messages, the risk of the e-mail address getting to various fraudsters, the risk of the phone number getting to text messages spammers and/or text messages scammers and other risks arising from such placement of information.

5.3. The User shall be solely liable for the content and form of the feedback/comment posted by him/her on the Website. The User shall guarantee that the feedback/comments contain true Data, comply with the applicable law and this User Agreement.

5.4. Should the User's feedback/comments be subject to copyright or include it, by posting them, the User authorizes the Website Administration to use them in any manner, including by reproducing, distributing, translating, public performing, public showing, broadcasting on air and by cable, bringing to public knowledge with no restrictions regarding the territory and period of use.

5.5. It is prohibited to post on the Website feedback and comments containing:

- defamation and insult, false Data;
- obscene information;
- offer of Products, turnover of which is prohibited or restricted by applicable law;
- private life Data, personal data of third parties, personal and family secrets;
- state secrets, other confidential Data;
- obscene words;

- statements of an extremist nature;
- calls for riots, participation in mass (public) events held in violation of the established procedure;
- links to websites and pages on the Internet, the content of which is contrary to applicable law;
- spam and trolling.

5.6. The Website Administration shall be entitled to remove feedback/comments at its discretion in case of violation by the User of the applicable law, this User Agreement or other documents regulating the Website activities.

## **6. ORDERING AND PAYMENT**

6.1. The Product offering in the Advertisement posted by the Trade Partner in the Marketplace shall be an official public offer of the Trade Partner addressed to the Buyers who are individuals to conclude a sales contract for the Products.

6.2. The Order for the Product shall be placed by the Buyer independently on the Website via his/her Personal Account. To place an Order, the Buyer shall:

- register and log in to the Website;
- select the Product of interest by clicking on the image of the corresponding Advertisement, and then the button "Buy" or "To cart";
- specify the number of the Products;
- click on the "Place an Order" button and fill in the Order Form (specify contact information, delivery address, select a payment method, fill in other form fields);
- click on the "Place an Order" button.

The sales contract between the Buyer and the Trade Partner shall be deemed to be concluded upon clicking on the "Place an Order" button.

6.3. The Buyer shall be entitled to place an Order for any Product presented on the Website. The number of Products available for the Order shall be specified in the Advertisement.

6.4. Upon placing an Order, an e-mail shall be sent to the Buyer's e-mail address specifying the names of the selected Products, their quantity and total payment amount.

6.5. The Buyer who has placed the Order may pay for the Product (including its delivery to the Buyer by courier) in one of the following ways:

- advance payment for the Product via the e-payment operator on the Website, with the online receipt sent to the e-mail address or phone number of the Buyer specified during the Registration on the Website;
- in cash or by credit card on delivery of the Product by courier to the Buyer (if technically feasible, which shall be specified when placing the Order);
- in cash or by credit card at the pickup point of the Product (if technically feasible, which shall be specified when placing the Order).

6.6. The Price of the Product specified on the Website and the cost of courier delivery of the Product may not be changed after the placement of the Product Order on the Website.

6.7. The Buyer shall be entitled to reject the Product at any time prior to its transfer, and upon the transfer of the Product – within the period specified in Cl. 9.2. hereof.

## **7. DELIVERY AND ACCEPTANCE OF THE PRODUCT**

7.1. The Product ordered on the Website shall be delivered in quantity and range specified in the Order by courier service under the agreement with the Website Administration, or to the pickup point.

7.2. The procedure for delivery of the Product is specified on the Website.

7.3. The Product ordered shall be sent and delivered within the period agreed upon with the Buyer.

7.4. The Buyer shall be obliged to perform the acceptance of the ordered Product by its quantity, quality, range and completeness in the presence of the courier who delivered the Product.

7.5. The Buyer shall send all claims on inadequate quality of the Product, as well as requests for refund for quality Products that arose within three (3) calendar days upon acceptance of the Product, to the Trade Partner whose Product was purchased by the Buyer, using the contact details that are specified by the respective Trade Partner on its page. In this case, the Website Administration shall assist the Buyers in settlement of their claims to the Trade Partners by providing all the information available to the Website Administration regarding the work procedure, conditions for sale and return of the Products, refund conditions, location of the respective Trade Partners, as well as any other information relevant for settlement of such claims, which is at the disposal of the Website Administration and is not confidential by virtue of a law or contract.

7.6. The Buyer shall be obliged to pick up the Product from the pickup point within the period specified on the Website, unless other period is agreed upon with the Buyer.

## **8. LIABILITY OF THE WEBSITE ADMINISTRATION AND THE USER**

8.1. The Website Administration shall not bear any liability for any Advertisements of Trade Partners or third parties placed in the Marketplace of the respective Trade Partner, and shall not provide any guarantee in respect of any Content, its accuracy, relevance or reliability.

8.2. All information and all Content (regardless of whether the applicable law classifies such information or Content as personal or other data to be protected in accordance with the applicable law, or not) posted (reproduced, communicated to the public) by the User on the Website shall be posted by him/her in order to place an Order, as well as to register on the Website and create a Personal Account, shall be posted by the User for his/her benefit, including for establishing communication and legal relations with the Trade Partner, third persons and/or identification of such a User.

8.3. The Website Administration shall not be liable for the quality, safety and any other consumer properties of the Products offered for sale, as well as for the legality of their sale.

8.4. The User undertakes to faithfully fulfill his/her obligations to the Website Administration, as well as the Trade Partner in case of concluding a sale contract with the latter.

8.5. The Website Administration shall not be liable for any actions of other Users/Buyers, Trade Partners or third parties using the Website, as well as for any consequences of such actions.

8.6. Liability for the refusal of the Trade Partner to fulfill obligations under a concluded sale contract shall rest directly with the Trade Partner.

8.7. In accordance with applicable law, the User shall be fully liable for his/her own actions and inaction when using the Website.

The User agrees to stop using the Website in case of disagreement with any terms hereof or in case that an individual does not comply with the User's definition given in Cl. 1.6. hereof. In case of violation of the above-mentioned terms and conditions of the User Agreement, liability (both property and non-property) for such violations (both actions and inaction) shall be borne by either the User (including the person who not being consistent with the definition of the User given in Cl. 1.6. hereof, exercised the rights and assumed obligations of the User), or his parents, adoptive parents, trustees, guardians, other bodies and organizations liable for the transactions made by such a person.

In accordance with applicable law, such persons shall also be liable for the harm caused by the minor User to the Website Administration, Trade Partner or other Users when using the Website.

Should the adult User have any restrictions related to the ability to make Orders and to purchase Products on the Website, all the liability (property and non-property) for the actions/inaction of such Users on the Website shall be borne by his/her parents, adoptive parents, trustees or guardians.

8.8. The Website Administration shall not be liable for:

- delays, failures and interruptions in the provision of the Web Services caused by technical faults in the operation of equipment and/or software;
- any losses that the User may incur in case of deliberate or careless violation of any provision hereof, as well as due to unauthorized access to the communications of another User;
- actions of transfer systems, banks, payment systems and for delays associated with their work;
- proper operation of the Website if the User has no necessary technical means for its use, and also shall not assume any obligations to provide the Users with such means;
- quality of the Products, the Advertisements of which are posted on the Website.

8.9. The Website may contain links to Internet websites (hyperlinks, banners) and other Content owned by third parties. The Website Administration shall not be liable for any information posted on websites of third parties to which the User has gained access via the Website.

## **9. PRODUCT RETURN AND PAYMENT RULES AND PROCEDURE**

9.1. The rules on return of Products sold by the Trade Partner, as well as the rules on refund of payments made by the Buyer shall be established by each relevant Trade Partner independently under the applicable law and shall be posted in the Marketplace of the Trade Partner, and duplicated on the Website.

9.2. The Buyer shall be entitled to reject the Product at any time prior to its transfer, and upon the transfer of the Product – within the period established by the applicable law.

9.3. The Product of good quality may be returned if marketable condition and consumer properties thereof, as well as the document confirming the fact and conditions of purchase thereof are preserved.

9.4. The Buyer shall not be entitled to reject the Product of good quality if the Product:

- has specific properties;
- can only be used by the Buyer acquiring it.

9.5. The Products the list of which is established by the law applicable to the sales contract shall not be subject to return.

9.6. Should the Buyer intend to return the Product of good quality not referred to the Products specified in Cl. 9.4 and Cl. 9.5. hereof, within up to three (3) calendar days inclusive upon receipt of the Product, the User shall send a scanned application for refund to the e-mail address of the Website Administration specified in section 14 hereof, and in these legal relations the Website Administration shall act as an agent of the Trade Partner. The original application for refund shall be attached to the returned Product. Delivery of the Product from the Buyer to the Trade Partner when the Product is returned to the Trade Partner shall be paid by the Buyer. The application for return of the Product of good quality shall contain the reliable Data: full name of the Buyer, his/her passport data (number, passport series, date of issue and issuing authority), place of residence of the Buyer, TIN of the Buyer (if any), name of the bank, BIC code of the bank, correspondent account of the bank, account number of the Buyer. The refund period for the returned Product shall be up to ten (10) calendar days of receipt of the returned Product by the Trade Partner.

Should the User intend to return the Product of good quality not referred to the Products specified in Cl. 9.4 and Cl. 9.5. hereof, within the period of four (4) – seven (7) calendar days of receipt of the Order, the User shall apply to the Trade Partner in the Marketplace of which the Product was purchased.

Should the Buyer return the Product of good quality not referred to the Products specified in Cl. 9.4. and Cl. 9.5. hereof, the delivery of the Product returned from the Buyer to the Trade Partner shall be paid by the Buyer. In this case, the price of the Product paid by the Buyer when purchasing the Product shall be refunded to the Buyer, in accordance with the application for return of the Product.

9.7. The Website Administration shall be obliged to refund the amount of the advance payment for the Product received from the Buyer in cases and according to the procedure prescribed by applicable law.

9.8. Should the Buyer fail to pick up the Product from the pickup point within the period specified in the “Delivery” section on the Website, the Product shall be returned to the Trade Partner. The Buyer shall pay for delivery of the returned Product from the pickup point to the Trade Partner. If the Buyer has paid for the Product before receiving it from the pickup point,

the Buyer may contact the Website Administration with an application for refund in compliance with the conditions specified in Cl. 9.6 hereof.

## **10. INTELLECTUAL PROPERTY**

10.1. The exclusive right to the Website, including the Website as a computer program, its name, its design elements, articles, graphic images and other Works posted on the Website are owned by the Website Administration.

10.2. Any use of the Website name and its design elements without the prior written consent of the Website Administration is prohibited.

10.3. The use of materials posted on the Website, their reproduction and distribution by any means, including on the Internet, public display, making available to the public, copying (full or partial), alteration are prohibited, unless the Website Administration explicitly and unambiguously expressed preliminary written consent to such actions.

10.4. To obtain consent to the use of works posted on the Website, it is necessary to contact the Website Administration via the feedback form in the Personal Account or send a letter to the e-mail address of the Website Administration specified in section 14 hereof.

10.5. For violation of copyright and exclusive rights, criminal or civil liability shall be applied. Any violations are prosecuted by the Website Administration.

## **11. SETTLEMENT OF DISPUTES, PROCEDURE FOR CONSIDERATION OF CLAIMS**

11.1. The Website Administration shall make all efforts to prevent violations of anyone's rights on the Website.

11.2. Should a person believe that the Website Administration has violated his/her rights in any way, he/she may contact the Website Administration by sending a claim via e-mail or via the feedback form in the Personal Account to settle the conflict through the pre-trial process.

11.3. The claim shall be sent in a scanned form with a signature of either the person who believes that his/her rights have been violated, or his/her attorney-in-fact to the e-mail address of the Website Administration specified in section 14 hereof.

11.4. The claim shall include the following information:

- information about the person who made the claim, who believes that his/her rights have been violated (full name, passport details, place of residence);
- should the claim be signed by a representative of the person who believes that his/her rights have been violated, the claim shall include information about such a person and about the representative of such a person (full name, passport details, place of residence), as well as a scanned copy of the document confirming the powers of the representative);
- which rights have been violated and in what exact way the rights have been violated;
- exactly what kind of actions of the Website Administration constituted a violation of the rights;
- page of the Website on which, in the opinion of the claimant, his/her rights are violated;

- contact details for communication with the person who believes that his/her rights have been violated, and/or his/her representative (postal address, telephone number, e-mail address, Skype name, if any, etc.);
- date and signature of the claimant or his/her representative.

11.5. The Website Administration shall notify the claimant in writing of the results of the claim consideration within thirty (30) calendar days of receipt of the claim.

## **12. VIOLATION OF THE TERMS AND CONDITIONS HEREOF**

12.1. The Website Administration shall be entitled to disclose any information collected about the User of this Website if the disclosure is required due to the investigation or complaint regarding the unauthorized use of the Website or to establish identity of (identify) the User who may violate or interfere with the rights of the Website Administration or the rights of other Users.

12.2. The Website Administration shall be entitled to disclose any information about the User which it deems necessary to be disclosed to comply with the provisions of the applicable law or court decisions, to ensure compliance with the terms hereof, to protect rights or security.

12.3. The Website Administration shall be entitled to terminate and/or block access to the Website without prior notice to the User if the User has violated the present User Agreement or terms of the Website use contained in other documents regulating the Website activities, as well as in the event of termination of the Website or due to a technical failure or problems, while the obligations under the sales contract for the Product between the Buyer and the Trade Partner shall be fulfilled.

## **13. FINAL PROVISIONS**

13.1. The present User Agreement shall come into force upon its posting on the Website and shall be valid until its withdrawal by the Website Administration.

13.2. The terms and conditions hereof may be unilaterally amended and/or supplemented by the Website Administration at any time at its own discretion, without specifying the reasons and without obtaining someone's consent, as well as without any special notice to the User. The User Agreement amended and/or supplemented in such a way shall enter into force immediately, unless otherwise specified by the Website Administration. The Website Administration strongly recommends that the Users fulfil their obligation and regularly check the current terms and conditions hereof for amendments and/or additions. Continued use of the Website by the User after introducing amendments and/or additions hereto shall constitute the User's full and unconditional acceptance of and consent to (acceptance) such amendments and/or additions.

13.3. Should for whatever reason any provision or provisions hereof be invalid or unenforceable, the validity or force of other provisions shall remain unaffected.

13.4. Any use of the Website by the User, including the Web Service, the Personal Account, shall mean the full and unconditional acceptance by the User of the terms and conditions hereof. The terms and conditions hereof shall cover the whole period of the actual relations of the parties (the User/Buyer and the Website Administration). Should the User not consent to observe the terms and conditions hereof, the User shall be entitled, at any stage of the

relations with the Website Administration, to refuse to fulfil them by completely ceasing to use the Website and all the Web Services of the Website functioning therethrough.

13.5. The Website and its Web Services may be periodically unavailable, in part or in full, due to preventive or other works, or for any other technical reasons, but not more than twenty four (24) hours. The Website Administration shall be entitled to carry out the necessary preventive or other works at any time at its own discretion, with or without prior notice to the Users.

13.6. When deciding which law shall be applicable to the relations between the Website Administration and the User, it is necessary to be guided by the following:

13.6.1. When the User is registering on the Website, the legal relations between the User and the Website Administration shall be governed by the law of the location of the relative Website Administration.

13.6.2. When concluding a sales contract for the Product, the legal relations between the Buyer and the Trade Partner shall be governed by the law of the location of such Trade Partner.

13.6.3. When applying Cl. 13.6.1. and Cl. 13.6.2. hereof, it is necessary to be guided by the following:

- located on the territory of the Russian Federation, the User, performing the Registration on the Website, concludes the User Agreement with the Website Administration – Eurasian Financial Community LLC (abbreviated name – EAFC LLC), a legal entity incorporated under the legislation of the Russian Federation (INN 7801282960, OGRN 1157847212170), located at the address: 22A Zvenigorodskaya Street, office 051, 191119, Saint Petersburg; e-mail: [office@wellmax.eu](mailto:office@wellmax.eu) ;

- located on the territory of the Republic of Kazakhstan, the User, performing the Registration on the Website, concludes the User Agreement with the Website Administration – WellMax Kazakhstan LLP, a legal entity incorporated under the legislation of the Republic of Kazakhstan (BIN 150340010512), located at the address: 50 Nazarbaeva Street, offices 808 and 831, 050004, Almaty; e-mail: [wellmaxkazakhstan@mail.ru](mailto:wellmaxkazakhstan@mail.ru).

- located on the territory of the Kyrgyz Republic, the User, performing the Registration on the Website, concludes the User Agreement with the Website Administration – Wellmax KG LLC, a legal entity incorporated under the legislation of the Kyrgyz Republic (registration number: 181163-3301-OOO, INN 02702201910352), located at the address: 108, Toktogula Street, Bishkek, Kyrgyz Republic; e-mail address: [Kuttubaeva65@mail.ru](mailto:Kuttubaeva65@mail.ru);

- located outside the territory of the Russian Federation, outside the territory of the Republic of Kazakhstan, and outside the territory of the Kyrgyz Republic, the User, performing the Registration on the Website, concludes the User Agreement with the Website Administration – Eurasian Financial Community LLC (abbreviated name – EAFC LLC), a legal entity incorporated under the legislation of the Russian Federation (INN 7801282960, OGRN 1157847212170), located at the address: 22A Zvenigorodskaya Street, office 051, 191119, Saint Petersburg; e-mail: [office@wellmax.eu](mailto:office@wellmax.eu).



## **14. DETAILS**

**The Website Administration** - as specified in Cl. 13.6. above.